DOCUMENT RESUME

ED 339 412 JC 910 551

TITLE Contract between the Board of Trustees of Community College District No. 19 and the Columbia Basin College Association for Higher Education, 1989-1990.

INSTITUTION Columbia Basin Coll., Pasco, Wash.

PUB DATE 89

NOTE 37p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Negotiation Agreements; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Promotion; Teacher Retirement; *Teacher Salaries; Two Year Colleges; Unions

IDENTIFIERS Columbia Basin College WA; National Education Association; *NEA Contracts; Washington Education Association

ABSTRACT

The collective bargaining agreement between the Board of Trustees of Community College District Number 19 (state of Washington) and the Columbia Basin College Association for Higher Education is presented. This contract, covering the period from September 19, 1989 through June 30, 1990, deals with the following topics: bargaining agent recognition; management and association rights; membership dues; personnel, including employee rights, academic freedom, copyrights and patents, employee evaluation, personnel files, workload, contracts and payment, class audit and enrollment, and insurance plans and related benefits; tenure, dismissal, and reductions in force; leaves of absence, including bereavement leave, sick leave, professional leave for meetings and conferences, military leave, professional development leave, and personal leaves; part-time academic employees; compensation; grievance procedures; uninterrupted instructional activities; and contract duration. (PAA)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED339412

CONTRACT

between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 19

and the

COLUMBIA BASIN COLLEGE ASSOCIATION
FOR HIGHER EDUCATION

1989 - 1990

"PERMISSION TO REPRODUCE THIS
MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES
INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION
CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

✚ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

JC910551

CONTRACT

between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 19

and the

COLUMBIA BASIN COLLEGE ASSOCIATION
FOR HIGHER EDUCATION

1989 - 1990

PREAMBLE

This Contract is made and entered into by and between the Board of Trustees of Community College District No. 19, hereinafter called the "Employer" or "Board," and the Columbia Basin College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association". The terms "Board" and "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

The members of the faculty are professionally qualified to assist in formulating policy pertaining to educational programs, and the Association shall have the right, after opening their Contract in accordance with Article X, Duration, to negotiate with the Board of Trustees of Columbia Basin Community College or its delegated representative pursuant to RCW 28B.52.

As a result of bargaining between the Board and the Association, it is hereby agreed as follows:

ARTICLE I - ADMINISTRATION

Section 1. Recognition. The Board recognizes the Association as the bargaining representative for all academic employees employed by the Board for the purposes of exercising all rights accorded the Association by State Law and the terms and conditions of this Contract. No academic employee shall be prohibited from appearing in his own behalf on matters relating to his employment relations with the Board, provided the Association has been given an opportunity to be present and that no action shall be taken by the Board that would violate any provision of this Contract.

"Academic employee" shall mean any teacher, counselor or librarian employed by the Board. Academic employees who serve as division chairmen shall be members of the bargaining unit when performing as a teacher, counselor or librarian. The job duties, description, and stipend for performance as a division chairman shall be determined by the Board.

Section 5. Contracting Out. The Board will bargain with the Association concerning the effects of any proposed subcontracting of work customarily performed by academic employees.

II - MANAGEMENT & ASSOCIATION RIGHTS

Section 1. Management Rights. All management and decision-making responsibility for the District is vested exclusively with the Board. The management and decision-making rights shall be limited only by the express term or terms of this Contract. All matters not specifically and expressly covered by the language of this Contract may be administered for its duration by the Employer in accordance with such rules, regulations, policies and procedures as it from time to time may determine.

Section 2. Association Rights.

A. Any representative of the Association who is mutually scheduled by the parties to participate during instructional or non-instructional periods in employer/employee conferences shall suffer no loss of pay.

B. The Board shall furnish the Association upon request, including but not limited to, annual reports and audits, register of academic employees, tentative budgetary requirements and allocations, agenda with non-confidential supporting materials, and minutes of all Board meetings at the time of distribution to the Board which records or information are a matter of public record. Special requests for information, in addition to those items indicated above, shall be furnished to the Association in accordance with the adopted Board policy on dissemination of public information.

C. Association meetings or Association committee meetings when scheduled shall not interrupt classroom assignments or scheduled office hours for those individuals involved; however, one hour per month may be scheduled prior to 3:00 p.m. for a general membership meeting so long as it does not interrupt scheduled appointments. General membership meetings of the Association shall be scheduled through the Business Office and follow the regulations and procedures for use of campus facilities and equipment. No charge shall be made for the Association's use of district rooms.

D. The Association and its affiliates shall have the right to post notices of their activities and matters of Association concern on college bulletin boards. The Association and its affiliates shall have the right to use the internal college mail service and employee mailboxes for communication with academic employees.

E. The Association shall receive within the first month of each academic year the names, addresses and telephone numbers (provided such numbers are publicly known) of all members of the bargaining unit.

F. Association representatives shall have reasonable access during normal college hours to all buildings in which members of the bargaining unit work, provided that such access does not interrupt the teaching process.

Section 3. Payroll Deductions - Membership Dues and Other Deductions.

A. Membership Dues.

1. The Association and its affiliates have the right of automatic payroll deduction of membership dues, assessments and fees, and NEA/PAC/Pulse dues for academic employees.

2. The Association shall provide an automatic payroll authorization form to each academic employee. Academic employees shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the academic year. Once an academic employee has signed the automatic payroll authorization, dues deduction shall be continuous thereafter from year to year unless revoked in accordance with subparagraph 4 of this Section.

3. The Association shall submit the automatic payroll authorization to the business office for processing. A table of prorated annual dues, assessments and fees shall be supplied to the business office by the Association to determine monthly dues deduction.

4. The automatic payroll authorization form shall clearly state that it is understood by the academic employees signing the authorization that continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made by an academic employee in writing to the Association with a copy to the business office between August 1 and August 31 of the year in which notice of revocation is given.

5. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

B. Other Deductions. The District shall, upon receipt of authorization from an academic employee, deduct from the academic employee's salary and make appropriate remittance for all voluntary deductions approved by the State Board and the District Board of Trustees. Termination of deductions shall not occur without a ten (10) day prior notification to the academic employee.

ARTICLE III - PERSONNEL

Section 1. Academic Employee Rights.

A. Individual Rights. Academic employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of academic employees due to race, creed, color, marital status, sex, age, national origin, political activity or lack thereof, nor shall the position on the salary schedule affect an academic employee's assignment.

Nothing herein shall be construed to deny or restrict to any academic employee such rights as he may have under State or Federal laws or other applicable laws and regulations.

B. Safe Working Conditions. Academic employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being or the health, safety or well-being of students as determined by Washington State Industrial Safety and Health Act. Both parties agree to abide by the terms of the Washington Industrial Safety and Health Act.

C. Faculty Lunch Period. Full-time academic employees may schedule a lunch period as near to the middle of the work day as practical which lunch period shall be at least one-half (1/2) hour in duration.

D. Right to Due Process/Representation.

1. No employee shall be reprimanded, disciplined, suspended or adversely affected without just cause. This paragraph shall not apply to decisions regarding renewal or non-renewal of probationers, decisions regarding re-hire of part-time employees, dismissal of tenured faculty members, or decisions regarding the rehire of extra-contractual, supplemental, or division chairman activities.

2. Academic employees reserve the right to have a representative of the Association and/or counsel present when being reprimanded, warned, disciplined, or contractually affected for any reason. When a request for such representation is made, no action shall be taken with respect to the academic employee until such representative of the Association and/or counsel is present or within five (5) days of notification, whichever is sooner. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be made available to the academic employee and the Association. Nothing herein shall be construed to preclude the Dean or other appropriate administrative person from attempting to resolve problems with an academic employee in confidence.

E. Right to Join and Support the Association. Every academic employee of the College shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations. The Board shall not

directly or indirectly discourage or deprive any academic employee of the enjoyment of any lawful rights conferred by the Statutes or Constitutions of the State of Washington and of the United States, or discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaint or proceeding under the Contract or otherwise with respect to terms or conditions of employment.

F. Staff Lounge. Academic employees shall have the right to use of a staff lounge to be provided by and at the expense of the District.

Section 2. Academic Freedom.

A. Each academic employee is free to present her/his ideas in the learning situation where s/he has professional competence and responsibility. Each academic employee shall be free from instructional censorship or discipline, when that employee speaks, writes or acts, as long as s/he exercises academic responsibility. For example, all sides of controversial issues should be exposed, and students should be permitted to present freely their own views, even though these views may clearly differ from those held by the academic employee.

B. Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instructional mode categories are met.

Section 3. Copyrights and Patents.

A. The ownership of any materials, processes or inventions developed solely by an academic employee's individual effort, research and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his name.

B. The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

C. In those instances where materials, processes or inventions are produced by an academic employee with College support by way of use of significant personnel, time, facilities or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

Section 4. Academic Employee Protection.

A. As provided for in RCW 28B.10.842, whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against an academic employee, arising out of the performance or failure of performance of duties for the College, within or without the College facilities, the Board

of Trustees may grant a request by an academic employee that the attorney general be authorized to defend said action, claim, demand, suit, criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of the College.

B. If the Board is unable to reach any decision on the matter, the attorney general is authorized to grant the request.

C. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the state's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

D. Whenever an employee is absent from employment and unable to perform his duties as a result of personal injury sustained in the course of employment, the employee may utilize his sick leave to compensate for the difference in the amount of state compensation and his regular salary to the limits of his accrued sick leave account. Sick leave account shall be reduced in the same ratio as the payout bears to his total salary. All benefits such as retirement, social security, sick leave and salary placement shall be maintained by the College.

Section 5. Evaluation. For the purpose of improvement of instructional and instructional support programs, as well as employee performance within such programs, all academic employees of the College shall be evaluated at least once a contract year. The evaluation and recommendations shall include teaching effectiveness, contributions to the division and institution, and participation in professional and community activities. The designated evaluator shall make periodic appraisal of the work of each educational employee and shall maintain suitable records of the facts and results of such appraisals. Each educational employee shall conference with his evaluator during which time the conditions of his evaluation since his preceding evaluation shall be recorded in written form for the employee's personnel file, and a duplicate copy given and signed by both parties. The signature of the educational employee does not in any manner signify agreement or waiver of any rights or courses of remedy.

Section 6. Personnel Files. Academic employees and former academic employees shall have the right to inspect all contents of their personnel files kept by the College. Each academic employee shall have the right, upon request, to review the contents of his personnel file.

Any derogatory material placed in an academic employee's personnel file shall be brought to the attention of said employee within ten (10) days of placement of such material.

The employee shall have the right to attach a full and complete rebuttal statement to any derogatory material placed in his file. Upon request, the employee shall have the right to have the file expunged of such material three (3) years after placement in the file, provided there has been no recurrence of the matters referenced.

Section 7. Division Chairman and Assignments. When a vacancy or new division chairmanship position occurs, the academic employees in that division shall be given an opportunity to nominate academic employees from that division for consideration and final selection by the President.

All academic employees shall be assigned to a division chairman or an administrative supervisor as appropriate.

Section 8. Workload.

A. Instructional Responsibilities. The primary responsibility of the academic employee is to serve the student primarily through classroom faculty/student contact or by other assistance; i.e., conferencing, etc., as related to the learning process. These responsibility factors are established to ensure an appropriate balance of individual faculty assignments in the total institution.

1. Guidelines to be used in developing an instructor's responsibility schedule within the work weeks of a quarter will be the responsibility of the division chairman and the academic employees of the division with final approval by the Dean of Instruction.

2. Each individual academic employee shall work with his division chairman to develop a weekly responsibility schedule in conformance to the guidelines.

3. This responsibility schedule shall be for a thirty (30) hour week, plus a designated lunch period.

4. Approval of such a responsibility schedule shall be vested with the Dean of Instruction or his designee no later than the end of the first instructional week of each quarter during the regular academic year.

5. Accountability to the posted responsibility schedule may be excepted on campus by notifying the appropriate division chairman. Exception to the responsibility schedule for off-campus reasons must be approved by the Dean of Instruction or his designee.

B. Annual Workload Standards. The annual workload standards for full-time contracted academic employees shall average as follows:

1. 15 minimum and 17 maximum classroom contact hours per week, per quarter, for straight lecture mode;

2. 18 minimum and 22 maximum classroom contact hours per week, per quarter, for lecture/lab mode; e.g., science, art, music, physical education;

3. 21 minimum and 25 maximum classroom contact hours per week, per quarter, for a predominantly lab mode; e.g., occupational programs, skills labs; and,

4. 30 classroom contact hours per week, per quarter, for classes coded 90 or below or any assignment which does not require lecture or lecture/lab combination.

5. 35 student contact hours per week, per quarter, for counselors and librarians.

Hourly ranges are designed to reflect both existing programs and provide flexibility to meet future programs needs. Academic employees who have met minimum hours per week per quarter will not be required to teach extended day classes except as provided in sub-paragraph E.

C. Development of Written Syllabi. Each full-time academic employee shall develop written syllabi for each course taught, which shall be updated annually. Employees shall make provision for continuity of their instructional assignment, should an instructor be absent for any reason.

D. Verification of Class Roster. Upon receipt of the class roster printout, the academic employee shall verify the class roster with the Registrar.

E. Extended Day Duty Assignments. Academic employees may be assigned to instructional duties during extended day in order to conform to average quarterly minimum provisions of their responsibility as stated in sub-paragraph B. If such assignment exceeds one class per quarter, the assignment must be made only with the consent of the employee.

F. Split Shift - Librarians and Guidance Counselors. Librarians and Guidance Counselors shall not be assigned a split shift without the consent of the employee.

Section 9. Contracts and Payment.

A. Academic Employee's Contract. Pursuant to RCW 28B.50.855, the Board shall provide to every member of the bargaining unit, prior to the commencement of his professional duties, a written contract which delineates the terms of employment including the conditions and responsibilities attached thereto, provided that such written contract shall be in conformity with Washington State Law, State Board for Community College Education regulations and the terms and conditions of this Contract.

At least one (1) copy of the academic employee's contract shall be given to the employee each year for signature and retention by the employee at the time it is signed.

B. Length of Contract. The length of the regular full-time academic employee contract shall be no less than one hundred seventy-four (174) days or more than one hundred seventy-eight (178) days.

C. Payment.

1. All full-time academic employees shall be paid in twenty (20) installments.

2. Checks shall be issued to the academic employee as per state mandated lag schedule.

3. All compensation owed to an academic employee leaving the College shall, upon request, be paid paid within fifteen (15) days after the final day of work.

Section 10. Supplies and Equipment. The following procedure shall be adhered to in the acquisition and disbursement of supplies, equipment and material to academic employees for the instructional program.

A. No later than May 1 of each year, employees in each division shall be given an opportunity to express in writing their budgetary needs for supplies, equipment, materials and travel for the following year. Their request(s) shall be given to their division chairman who will work with the instructional council toward establishing an appropriate total instructional budget.

B. The revision thereof by the College shall be so indicated to the academic employee through the division chairman within a reasonable length of time.

C. Every effort shall be made by the College to acquire supplies, equipment, and materials prior to the official opening of the academic year. If some items have not arrived, the current status of such shall be indicated through established administrative channels within a reasonable length of time.

Section 11. Class Audit and Enrollment. Any academic employee may attend classes on a credit or audit basis at Columbia Basin College without payment of tuition or operating service and activity fees except a $5.00 registration fee. Such enrollment, however, shall only be on a space available basis. Classes taken during the employee's regular workday shall be approved by the appropriate Dean.

Section 12. Insurance Plans and Related Benefits.

A. The Board shall contribute up to the maximum amount authorized by law and the State Employees Benefits Board for allowable group insurance plans for each eligible faculty employee. Faculty employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the faculty employee. Such premiums shall be paid during summer months for full-time faculty who are returning to work for the subsequent academic year.

B. The Board shall make available retirement options as provided by statute.

C. The Board will provide, as provided by law, Washington State Unemployment benefits.

ARTICLE IV - TENURE, DISMISSAL AND RIF

Section 1. Such matters will be handled in accordance with procedures contained herein. It is agreed that such procedures provide a means to handle these matters in an orderly manner and that disputes regarding such matters shall not be subject to the grievance procedure of this Contract; provided that, upon written mutual consent between the academic employee and the Board of Trustees, appeals rights outlined therein may be waived in favor of final and binding arbitration.

Section 2. Definitions.

A. Faculty Appointment. Faculty appointment shall mean full-time employment as a teacher, counselor, librarian or other position for which training, experience and responsibilities are comparable as determined by the appointed authority, except administrative appointments as defined by law. Also excluded shall be soft money positions governed by Chapter 112, Laws of 1975, first ex. session (RCW 28B.50.851) and WAC 131.16.400 as now enacted or hereinafter amended.

B. Full-Time Academic Employee. An academic employee who receives a contract specifying full-time appointment and works a regular load of his division or area for any three complete successive quarters in one fiscal year.

C. Probationary Faculty Appointment. A probationary faculty appointment shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment. In no case shall an academic employee be in a probationary status for longer than three (3) years. Tenure may be awarded at any time as determined by the appointing authority after it has given reasonable consideration to the recommendations of a review committee.

D. Faculty Peer. One who holds a faculty appointment.

E. Probationer. Any individual holding a probationary faculty appointment.

F. Tenure. A faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.

G. Appointing Authority. The Board of Trustees of District NO. 19.

H. Dismissal Review Committee. A committee to hear dismissal cases and shall be composed of members of the faculty peers, a student and an administrator. The representatives of the faculty shall represent a majority of the members on each review committee. The members representing the faculty on each review committee shall be selected by a majority of the faculty acting in a body.

I. Tenure Review Committee. A committee composed of the probationer's faculty peers, the administration and student representative provided that majority of the committee shall consist of the probationer's faculty peers and

that the academic employees be elected as specified by the tenure policy by a majority of the academic employees.

Section 3. Procedure for Granting Tenure.

A. Composition and Selection of the Tenure Review Committee.

1. A review committee shall be established, and shall include representation from the transfer division and the occupational division.

2. The review committee shall be composed of five persons, three of whom shall consist of tenured or faculty probationary appointees representing both divisions chosen by the faculty and the faculty department heads acting in a body prior to October 15 of each regular college year. Additionally, the review committee shall consist of one administrative appointee chosen by the President prior to October 15 of each regular college year, and a student representative who shall be a full-time student, chosen by the student association of the College prior to October 15 of each regular college year. The review committee shall choose its own chairman and shall meet at the call of the chairman when the need for such meeting arises.

3. The duration of each appointment to the review committee shall be for a period of two calendar years beginning on the 15th day of October of the year of appointment; provided that, of the initial appointees to the review committee, one faculty appointee shall be chosen for a one year term.

If a vacancy exists upon the review committee prior to the expiration of any such appointment, an administrative or faculty member, as appropriate, shall be chosen pursuant to Section 2 of this rule to fill the unexpired term of the absent member of such review committee.

B. Duties of Review Committees.

1. The review committee shall be required to conduct an evaluation of each full-time probationary faculty appointee assigned to the review committee by the President and render the following reports to the probationary faculty appointee and through the President to the appointing authority at the following times during the regular college year:

a. A written evaluation of each full-time probationary faculty appointee's performance and the subsequent submission of such written evaluation of the performance directed to the said probationer and President on December 20 and March 15 of each regular college year that said probationer is not a tenured faculty appointee. The review committee which renders such written evaluation of the appointee's performance shall obtain such appointee's written acknowledgment of receipt of the

written performance evaluation each time such evaluation is rendered.

b. A written recommendation concerning the employment or non-employment of each full-time probationary faculty appointee for the ensuing regular college year directed to the appointing authority through the President prior to February 15 of each regular college year.

c. A written recommendation directed through the President to the appointing authority recommending the appointing authority award or not award tenure, such written recommendations to be submitted at times deemed appropriate by the review committee; provided, that during such full-time probationary faculty appointee's third regular college year of appointment, the review committee shall, prior to March 15 of such regular college year, make such a recommendation as to the award or non-award of tenure. The failure of the review committee to make the written recommendation as to the award or non-award of tenure by March 15 of the regular college year for each full-time probationary faculty appointee who is then serving his third consecutive year of full-time appointment shall be deemed a recommendation that tenure not be awarded to such appointee.

2. The appointing authority shall only be required to give reasonable consideration to an award of tenure recommendation of the review committee but shall not be required to give any consideration to the review committee recommendation required by Paragraph (1)(b) of this rule.

C. Evaluation of the Probationer. If the probationer disagrees with the tenure review committee's recommendation, he shall be given an opportunity to challenge it before the College President.

D. Final Action on Tenure.

1. The final decision to award or withhold tenure shall rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the tenure review committee and reasonable consideration to the recommendation of the College President. Any recommendations of the tenure review committee and the President shall be advisory only and not binding upon the Board of Trustees.

2. If the probationer is not to be retained, he must be informed.

3. If the probationer is dismissed prior to the expiration of his contract, his case shall be considered by the dismissal review committee in accordance with the laws of the State of Washington and the dismissal policy of the District.

Section 4. Basis for Dismissal. A tenured academic employee shall not be dismissed or RIFed from his appointment except for sufficient cause, nor shall an academic employee who holds a probationary faculty appointment be dismissed or RIFed prior to the dates established in the written terms of his appointment except for sufficient cause.

Section 5. Procedure for Dismissal.

A. A dismissal review committee created for the express purpose of hearing dismissal cases shall be established and shall be comprised of the following members:

1. The President shall select one member and an alternate;

2. Three academic employees and three alternates shall be chosen by the Association by a district-wide election;

3. The ASCBC shall choose a student representative and an alternate;

4. The dismissal review committee will select one of its members to serve as chairman.

B. Charges. Before any official action is taken relating to a dismissal or reduction-in-force of a tenured faculty member, the faculty member shall receive (1) oral or written notice of the charges, (2) an explanation of the evidence supporting the charges, and (3) an opportunity either in person or in writing to present reasons why the proposed action should not be taken.

C. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing. The notice shall include:

1. the grounds for dismissal in reasonable particularity;

2. a statement of the legal authority and jurisdiction under which the hearing is to be held;

3. a reference to any particular statutes or rules involved.

The president shall call into action the dismissal review committee and deliver the above statement to the members of the dismissal review committee, if the academic employee requests a hearing.

D. After receiving the president's recommendation for dismissal, the affected academic employee may request a hearing within the following ten (10) days. If the president does not receive this request within ten (10) days, the academic employee's right to a hearing will be deemed waived.

E. If the president receives a request for a hearing, the dismissal review committee shall be alerted that the dismissal procedures are to be implemented.

F. The Board shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing, giving the employee no less than ten(10) days' notice of such hearing and informing, in writing, the employee, the president and the dismissal review committee, of time, date and place of such hearing.

G. The dismissal review committee shall:

1. Hear testimony from all interested parties, including but not limited to other academic employees and students and receive any evidence offered by same;

2. Afford the academic employee whose case is being heard the right of cross-examination and the opportunity to defend himself and be accompanied by legal counsel;

3. Allow the College administration to be represented by an assistant attorney general.

H. In the presence of the dismissal review committee, the hearing examiner shall:

1. Preside over the hearing.

2. Conduct the hearing with all due speed until the hearing is terminated.

3. Hear testimony from all individuals called by the president, the academic employees, the dismissal review committee or the hearing examiner and receive any evidence offered by same.

4. Afford the academic employee whose case is being heard the right of cross-examination, the opportunity to defend himself, and to be accompanied by legal counsel.

5. Allow the College administration to be represented by an assistant attorney general.

6. Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearing.

7. Meet and confer with the members of the dismissal review committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations.

8. Appoint a reporter who shall operate at the direction of the hearing examiner and shall record all testimony, receive all documents and other evidence introduced during the course of hearings and record any other matters related to the hearing as directed by the hearing examiner.

9. Prepare proposed findings of fact and conclusions for review by the appointing authority and a record which shall include:

   a. all pleadings, motions and rulings;

   b. all evidence received or considered;

   c. a statement of any matters officially noticed;

   d. all questions and offers of proof, objections and rulings thereon;

   e. proposed findings and exceptions;

   f. a copy of the recommendations of the dismissal review committee.

10. In the event of a reduction in faculty, the hearing examiner shall consolidate all matters into a single hearing. In the event of reduction in faculty pursuant to RCW 28B.50.873, statutory provisions shall take precedence over any terms of this Contract.

I. A copy of the above shall be transcribed and furnished upon request to the academic employee whose case is being heard.

J. The hearing shall be closed. However, interested parties, including but not limited to academic employees and students, will be given an opportunity to present evidence.

K. The dismissal review committee will arrive at its recommendations in conference on the basis of the hearing. Before doing so, it shall give the academic employee or his counsel(s) and the representative designated by the President of the College, the opportunity to argue orally before it. If written briefs would be helpful, the dismissal review committee or hearing officer may request them. The dismissal review committee may proceed to a recommendation promptly or await the availability of a transcript if making a fair recommendation would be aided thereby. Within thirty (30) calendar days of the conclusion of the hearing, the President of the College, the academic employee and the Board will be presented with recommendations of both the dismissal review committee and the hearing officer in writing and given a copy of the record of the hearing.

L. The Board shall meet within a reasonable time subsequent to its receipt of the dismissal review committee and hearing officer recommendations to consider those recommendations. The Board shall afford the parties the right

to oral and written argument with respect to whether they will dismiss the academic employee involved. The Board may hold such other proceedings as they deem advisable before reaching their decision. A record of the proceedings at the Board level shall be made and the final decision shall be based only upon the record made before the Board and the dismissal review committee, including the briefs and oral arguments. The decision to dismiss or not to dismiss shall rest with respect to both the facts and the decision, with the Board after giving reasonable consideration to the recommendations of the dismissal review committee. The recommendations of the dismissal review committee and the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board. The Board shall within fifteen (15) days following the conclusion of their review, notify the charged academic employee in writing of its final decision.

M. Suspension of the academic employee by the president during the administrative proceedings involving him (prior to the final decision of the Board) is justified if immediate harm to himself or others is threatened by his continuance. Any such suspension shall be with pay.

N. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the academic employee, the dismissal review committee or administrative officers of the Board until all administrative proceedings and appeals have been completed.

O. Any dismissed academic employee shall have the right to appeal the final decision of the Board within thirty (30) days of the receipt of the notice of dismissal. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section 6. Reductions In Force.

A. This procedure is intended to provide an orderly method by which the number of faculty can be laid off under circumstances delineated in this Section. Sufficient cause for reduction-in-force shall mean either of the following:

1. Elimination or reduction of financing or elimination or reduction of program(s), or

2. State Board for Community College Education declaration of financial emergency pursuant to laws of 1981, ch. 13, para. 1 under the following conditions:

a. Reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or

b. Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

B. Reduction-in-Force Units.

1. The following District layoff units are hereby established:

Accounting
Adult Basic Education
Agriculture-Business
Agriculture-Chemistry
Agriculture-Technology
Art
Autobody Technology
Automotive Technology
Biology
Business Law
Carpentry Technology
Chemistry, Advanced
Chemistry, Basic
Computer Science
Counseling
Criminal Justice
Diesel & Heavy Equipment
Early Childhood Education
Economics
Electronics
Engineering Technology
English
English-as-a-Second Language
Fashion Merchandising
French
GED
Gen Engineering/Drafting
German
Health
History
Instrumentation & Controls
Interior Design
Library
Machine Technology
Mathematics
Music
Nuclear Technology
Nursing
Physics
Physical Education
Political Science
Psychology
Sales & Marketing
Secretarial Technology
Sociology
Spanish
Speech/Drama
Welding Technology

Additional RIF units may be created in accordance with program additions or by mutual agreement between the District and the Association.

2. The Dean of Instruction or the Dean of Students shall annually assign each full-time academic employee to the appropriate unit, ranked in accordance with the seniority procedures defined herein. A faculty member may qualify to be placed in a second unit based on the following criteria:

a. The employee possesses a Bachelor's degree or equivalent (45 quarter credits) in the discipline, or

b. The employee has taught representative courses in the additional unit within the last three (3) academic years, or

c. The employee has a major in the discipline or a Master/Ph.D. minor as identified by the graduating institution, or

d. The employee has sufficient qualifications for vocational certification in the unit.

These lists shall be published and distributed to academic employees on or before October 1 of each year. Any dispute(s) regarding reduction in force unit assignment shall be consolidated by the Association President and submitted to expedited arbitration utilizing the American Arbitration Association within fifteen (15) calendar days of the publishing of the list. Costs of such arbitration shall be borne equally by the Association and the District.

C. Implementation of Reduction-in-Force.

1. If the President determines that reductions in staff are or will be necessary in the near future, he will give notice of the potential reductions to the Association. The Association will then have the right to meet with the President who shall explain the need for such reductions in faculty. The Association may review budgetary considerations relating to a reduction in faculty. The President shall present and explain the major criteria to be used to identify those to be laid off. If any courses currently in the curriculum are expected to be eliminated, he shall identify those courses and explain why they are to be eliminated.

2. If the number of academic employees is to be reduced, the President shall decide in the case of each affected unit what course offerings, programs and/or other services are most necessary.

   In making decisions on reductions, the President shall consider the following factors:

   a. All offerings in each affected unit and the need for the offerings to meet degree and transfer requirements.

   b. The goals and objectives of Columbia Basin College.

   c. Information concerning academic employee vacancies occurring through retirement, resignation, sabbatical, and leave of absence.

   d. The enrollment and the trends in enrollment and their effect upon each unit.

3. Order of RIF. Once the President determines the number of academic employees to be reduced in each unit, the President shall observe the following order of reduction:

   First - Full-time probationary employees in order of least seniority.

   Second - Full-time tenured employees in order of least seniority.

   The above order and/or application of seniority may be interrupted in the event that:

   a. Strict adherence to it would result in no qualified individual being available to fully perform the duties of remaining courses or support services.

b. Strict adherence would result in a regression in the Affirmative Action commitments of the District.

c. A faculty member shall have the right to bump an employee in another unit only if the junior employee is actually performing full-time services in that unit.

D. Procedure. In the event the President or Board of Trustees determines a RIF is necessary, the provisions of Article IV shall be followed consistent with the following conditions:

1. If any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be utilized.

2. In the case of a RIF for the reasons set forth in Section 1 above, the statement required by Article IV, Section 5, C, shall clearly indicate that separation is not due to the job performance of the academic employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for RIF as one or both of the conditions set forth in Section 1 above. The notice must also indicate the effective date of separation from service.

3. In the case of a RIF for reasons set forth in Section 1, B above, at the time of an academic employee's request for formal hearing, said employee may ask for participation in the selection of the hearing officer, as provided by RCW 28B.50.873, provided that where there is more than one academic employee affected by the Board of Trustees' RIF, such academic employees must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the District and the Association or academic employee(s) requesting the hearing.

4. The responsibilities of the hearing officer shall be completed within ten (10) calendar days in the case of RIF for the reasons set forth above.

5. The responsibilities of the Dismissal Review Committee shall be completed within seven (7) calendar days in the case of a RIF for the reasons set forth above.

6. The hearing officer shall consolidate individual RIF hearings into a single hearing. The only issue to be determined shall be whether the particular academic employee(s) advised of severance is the proper one to be terminated.

7. In the case of a RIF for reasons set forth in Section 1,B above, failure to request a hearing within ten (10) calendar days after issuance of the notice shall cause separation from service on the effective date stated in the notice, regardless of the duration of any

individual contract. In the case of a RIF for reasons set forth in Section 1, B above, the formal hearing shall be concluded by the hearing officer within sixty (60) calendar days after written notice of the RIF has been issued to the affected academic employee(s).

8. Except in instances covered by D, 7 above, the effective date of the reduction-in-force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

E. Seniority.

1. Seniority shall be determined by establishing the date of the signing of the first full-time contract for the most recent period of continuous full-time professional service for the District which shall include leaves of absence, sabbatical leaves, and periods of layoffs. (This shall include professional services for the Pasco School District prior to July 1 1967 if assigned to the District.) The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where academic employees have the same beginning date of full-time professional services, seniority shall be determined in the following order:

   a. First date of the signature of a letter of intent to accept employment,

   b. First date of application for employment.

2. In the case of an academic employee moving to an administrative position, seniority shall remain at the same level as when the academic employee moved to an administrative post. If the same employee returns from administration to full-time academic assignment, seniority shall continue from the level the employee had reached when he/she moved to the administrative post.

F. Recall Rights.

1. Faculty members who have been separated from service as a result of this reduction in force procedure shall have the right to be recalled consistent with the provisions specified below.

2. Recall list(s) shall be created and maintained by the College for each affected reduction-in-force unit. The names of each affected faculty member shall be placed on the appropriate reduction-in-force unit list(s) according to seniority.

3. Recall shall be in reverse order or reduction-in-force by reduction-in-force unit(s) to a faculty position, either newly created or a vacant full-time position.

4. The right of recall shall extent two (2) full academic years after the effective date of reduction-in-force.

5. Each RIFed faculty member shall keep the College personnel office informed of any change in address.

6. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable reduction-in-force unit recall list(s) to accept the vacancies.

7. A RIFed faculty member shall have fifteen (15) calendar days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.

8. A RIFed faculty member who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the personnel office. An individual on recall may change her/his designation of reduction-in-force unit(s) during the first week of October of each year pursuant to the procedures in 6, B above.

9. A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status, the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.

10. Upon recall, faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which had been accrued to the date of reduction-in-force.

11. The College shall notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

G. A faculty member notified of reduction-in-force who chooses not to have a formal hearing as defined herein shall be guaranteed fifty (50) contractual days or pay in lieu thereof commencing at the day notification was received from the President.

H. Upon the request of an academic employee laid off for reasons of this procedure, the President shall write a letter stating: (1) the reasons for said layoff, (2) the qualifications of the affected academic employee, and (3) any other pertinent information which may be of assistance in securing another employment position.

ARTICLE V - LEAVES

Section 1. Applications and Accounting for Absence and Benefits, Obligations and Reimbursement. All applications and accounting for absences will be the mutual responsibility of the individual employee and administration, the processing of which will follow administrative channels to ensure maximum accountability and accurate personal record keeping.

This general policy shall apply to all leaves of absence for periods of one day or more. In no instance shall a leave of absence be granted for a period in excess of one calendar year, except for military service during a period of national emergency. Leave of absence for a period of less than one day shall be granted at the discretion of the President or his designee.

Application for leave of absence shall be made on an appropriate form provided by the College. Applications shall require approval one week in advance of the anticipated absence. Exceptions to this requirement shall be absences which are impossible to anticipate such as bereavement, personal illness, injury or emergency. In such cases, the employee shall notify the appropriate supervisor at least one hour prior to his or her first working assignment.

All employee benefits shall continue during the period of leave except as specifically restricted by regulations implementing this policy.

The College shall reimburse employees on leave of absence for all travel and related living expenses only when such travel and expenses are at the convenience of the College and approved by the President.

Section 2. Types of Leave.

A. Illness, Injury, Bereavement and Emergency Leave. On the first day of each contracted year of three quarters of employment, each full-time employee shall be granted twelve (12) days of leave to be used for illness, injury, bereavement or emergency with the employee or employee's family.

Unused leave days shall be accumulated from year to year.
If requested, a physician's written statement must be filed with the personnel office verifying illness for all sick leaves in excess of five (5) consecutive working days or in instances where abuse is reasonably suspected.

Such leave accumulated by an employee at any community college district within the State of Wasnington shall be transferred to Columbia Basin Community College upon employment at the College. Leave accumulated by educational employees who were employees of Pasco School District No. 1 prior to July 1, 1967, and are now employees of District No. 19 shall remain in effect.

The District will provide each employee annually with an accounting of their accumulated illness, injury, bereavement or emergency leave and all transactions concerning these leave days.

The following special provisions shall apply regarding leaves taken under this section:

1. Maternity leave shall be granted for the period of time that a woman is sick or temporarily disabled because of pregnancy or childbirth. Accrued sick leave may be used during the temporary disability resulting from pregnancy. Sick leave may be utilized up to a maximum of thirty (30) days or longer if verified with a physician's statement. The remaining time up to an aggregate of one hundred eighty (180) days shall be considered leave without pay. Whenever possible, the employee shall attempt to return at the beginning of a quarter.

2. A bereavement leave, not to exceed five (5) days with pay, will be allowed all academic employees for each death in the immediate family. "Immediate family" means the mother, mother substitute, mother-in-law, father, father substitute, father-in-law, son-in-law, daughter-in-law, grandchildren, spouse, son, daughter, brother or sister of the employee, or any relative living in the same house as the employee.

3. An emergency is defined as a situation which is beyond the employee's control which causes and/or requires the employee to be absent from work.

4. Sick Leave Cash-Out. Employees may cash in unused sick leave above an accumulation of sixty (60) days from the previous year's accumulation, at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the academic year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at the rate of one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

   At the time of separation from college employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation of the employee for each four (4) days' accrued sick leave for illness or injury. Eligibility requirements for retirement buy-out shall be as follows:

   a. 30 years of service, or
   b. 60 years of age and 5 years' service, or
   c. 55 years of age and 25 years' service.

B. Jury Duty/Subpoena Leave. Leave with pay may be granted when an employee is summoned to appear in court as a witness in any action in which

they are not directly involved. A faculty member who is called for jury duty may do so without loss of pay. The College shall guarantee the salary difference between the juror's pay and that which would be received.

C. Professional Leave for Meetings and Conferences. Professional leave with pay is neither accumulative nor deductible from other leaves to which the educational employee is entitled. It may be granted for, but is not limited to, the following purposes:

1. To attend meetings of professional organizations. Educational employees may be granted short-term leave (not to exceed ten (10) days per academic year) to attend state and national meetings of their professional organizations if they serve as officers, members of committees or if they are representatives of their local unit at such meetings. Arrangements shall be made with the appropriate Dean at least two (2) weeks prior to the meeting, or as soon as possible if the educational employee has less than two (2) weeks' notice.

2. To attend academic or occupational meetings. Educational employees shall be encouraged to attend state and national meetings or conferences of their academic disciplines or occupational specialties. Arrangements shall be made with the appropriate Dean at least two (2) weeks prior to the meeting, or as soon as possible, if the educational employee has less than two weeks' notice. The College may pay expenses for such meetings or conferences to the extent authorized by law and/or state regulations and budgetary considerations. When a substitute cannot be obtained or other activity arranged, the class may be cancelled upon approval of the Division Chairman.

D. Leave of Absence. A leave of absence up to one (1) year without pay subject to renewal by written request to the Board may be granted to educational employees by the Board upon recommendation of the President.

Educational employees of the College shall have completed two (2) years of teaching in the District to be eligible. Leave of absence may be granted for:

1. Service in the Peace Corps, VISTA, National Teacher Corps, as an exchange teacher, an overseas teacher, or as a Fulbright Scholar.

2. Study in an accredited college or university.

3. Participation in a related discipline and/or occupation.

4. Service in the military when required by law.

5. Recovery from illness or for poor health.

6. Special cases as approved by the Board.

Such leaves as defined above, when granted, shall state the provisions for re-employment. An employee who has been granted leave of absence shall be entitled to a position as determined by the College in the year following the leave year provided that the employee shall give written notification to the College president of his intent to return to employment within the College no later than April 15 of the year in which he will return.

If layoff becomes necessary, employees on leave of absence will be treated in the same manner as if they were presently employed.

Accumulated sick leave and experience credit toward Educational Leave shall be restored to the employee upon his return to the College.

All requests for leave or renewal of leave and all grants of leave shall be made in writing to the Board.

The employee shall be entitled to continue the state group insurance program for up to one year as long as the employee pays the full premium cost and such procedure is allowed by the underwriter.

E. Military Leaves. Pursuant to State statutes, an employee who leaves a position in the school system to serve in the armed forces upon being honorably released from active duty shall resume the contract status held prior to entering the military service, subject to passing a medical examination certifying that the individual is competent to perform the functions of said contract.

F. Other Leaves. Any day on which an academic employee, while absent, is engaged in an activity under the direction of the Board of Trustees shall not be regarded as an absence provided such business has been cleared through the President's Office. For example:

1. Visitation to other schools;

2. Speaking engagements involving education;

3. Research or preparation involved in presenting professional projects;

4. Instructionally related field trips;

5. College related activity supervision.

G. Professional Development Leave. The purpose of a professional leave shall be to improve the professional skills of the faculty member through study, research and creative work.

The Institution will receive direct benefit of such an experience through the increased effectiveness of the persons participating in a professional development leave program.

Selection for professional development leave shall be based on the worthiness of the project or plan as submitted by the faculty member. It is intended that the institution conduct a rigorous and thorough selection procedure in awarding the professional development leave.

Projects or plans should be evaluated according to their value to the Institution, based on the following criteria:

1. Value of project or plan in relationship to teaching responsibilities.

2. Ability of applicant to achieve goals of project or plan as based on past experience and academic background.

3. Need for new or additional knowledge in subject field to be studied.

4. Quality of replacement personnel designated to take the responsibility of the applicant.

5. Evidence of support (in the form of recommendations and/or financial) from other institutions, foundations or persons concerned with the proposed plan or project.

SABBATICAL LEAVE PROCEDURES

1. Eligibility: A full-time faculty member having served at least seven (7) years before being eligible for any sabbatical.

2. Length: One term to a full academic year.

3. Number: Up to three (3) full-year or nine (9) quarters per year dependent upon budget.

4. Pay: A maximum of

   a. 100% for one quarter;
   b. 90% for two quarters; and
   c. 80% for three quarters

   dependent upon the 150% salary cap.

5. Application Deadline:

   a. March 1 of the year prior to the sabbatical year for a leave of two (2) or more quarters' duration.

   b. At least one (1) quarter before the quarter for which leave is requested for leaves of one (1) quarter.

6. Application Procedure:

   a. A committee composed of the appropriate dean, supervisor and the AHE president or his/her designee to determine whether the project is valuable to the College.

   b. A faculty committee to then prioritize projects, including alternates, to be recommended to the President of the College.

   c. The President, in turn, makes his recommendation to the Board.

7. Notification of Intent to Return: By March 1 of the sabbatical year.

8. Payments: As per the AHE/CBC contract.

9. PIU Credit: Proportionate to the percent of salary not funded by the College.

10. Notification of Approval: Submitted for approval to the Board at its April meeting.

11. Seniority: The time spent on sabbatical shall be recognized as equivalent to time spent as a faculty member on campus with the exception of sabbatical leave entitlement.

12. Renewal: The fulfillment of any sabbatical leave constitutes the expenditure of all sabbatical leave rights accrued in that seven (7) year period of time.

H. Personal Leaves. A personal leave is considered a leave of absence from duty by an employee of the College, for which written request has been made and formal approval granted by the president.

All personal leaves of absence are without pay with the exception of: (a) personal catastrophe, and (b) personal business, both of which shall not exceed three days per year, noncumulative.

Leave under (b), personal business, shall require approval in advance and shall be taken only on professional (nonteaching) days.

I. Political Leave. Upon written request to the Board, all academic employees may be granted political leave in accordance with the following provisions:

1. With two weeks' notice, an academic employee who is a candidate for a political office may be granted leave of absence not to exceed ten (10) days without pay for the purpose of campaigning for such office.

2. The Board may extend to an academic employee who is elected to a political office a leave of absence without pay to perform all the official responsibilities and duties of the office.

3. At the conclusion of his political leave, the academic employee shall be returned to his/her same position.

4. An academic employee elected to public office or appointed position may be granted leave to attend occasional functions required of the office and/or position. Such leave shall be with full pay less any reimbursement from the elected position.

ARTICLE VI - PART-TIME ACADEMIC EMPLOYEES

Section 1. Fringe Benefits. Part-time employees shall receive health insurance benefits in accordance with State Employees Benefits Board rules and regulations. Half-time for such purposes shall mean fifteen (15) contracted hours per week.

Section 2. Personnel Files. Part-time academic employees shall have all rights pertaining to personnel files, as defined in this Contract.

Section 3. Letters of Appointment.

A. All part-time and temporary educational employees will be issued Teaching Assignment Forms and employed by an employment contract both of which shall stipulate the course(s) to be taught, the number of sessions to be held, the total hours to be completed, their placement on the salary schedule, the individual's gross salary, the method of payment, and the duration of the employment Contract.

B. All Teaching Assignment Forms and Employment Contracts that are issued shall be consistent with the terms and provisions of this Contract and this Contract shall be controlling should there be any inconsistencies.

Section 4. Salary Payment.

A. All part-time and temporary educational employees shall be paid by one of the following methods:

1. Payment as per state mandated lag.

2. Payment on the last working day of the quarter, provided payment shall be made prior to the termination date of the Employment Contract.

B. The salaries of all part-time and temporary educational employees shall be computed by multiplying the monthly or quarterly contact hours by the extra-contractual hourly rate established on the negotiated salary schedule; or pro rata of the full-time salary as per the salary schedule, if the College requires responsibility similar to that of a full-time employee; e.g., office hours, regular faculty meetings, etc. Computation of the pro rata daily rate shall be based on the full-time base salary of the individual academic employee. Part-time assignments shall be in the proportional rate their

classroom assignment bears to a normal work load in his discipline, division, or department.

ARTICLE VII - COMPENSATION

Section 1. Full-Time Academic Employees.

A. Salary Schedule

1.

Step	Effective Fall Quarter 1989, Monthly Salary Rate
1	$2505
2	2611
3	2720
4	2827
5	2935
6	3039
7	3148
8	3256
9	3363
10	3471
11	3580
12	3685

2. Effective January 1, 1990, the salary schedule shall be increased on a percentage basis utilizing funds allocated for full-time faculty for such purposes less the amount required to satisfy G, 2 below.

B. New hires may be placed at any of the first three steps. With justification, an additional two steps may be used.

C. 1. Academic employees returning for the 1989-90 academic year shall be placed at the same step placement which they held at the end of the 1988-89 academic year.

2. Effective January 1, 1990, advancement shall be given to continuing full-time academic employees who have earned a minimum of fifteen (15) professional improvement credit (PIC) as defined in E and F below for each step advancement. If more than fifteen (15) PIC are earned in any given year, the PIC over the 15 unit block used shall carry forward for use in ensuing year(s), within constraints indicated in 3 below.

3. Any credits earned more than seven (7) years prior to the beginning of the current academic contract year shall expire in value and application toward salary schedule step advancement.

4. A member of the PIC committee will be selected by the bargaining unit to represent the faculty.

5. All salary increases, including step advances shall be contingent upon funding by the Legislature of the State of Washington. Increases described herein contemplate funding and authorization by the Legislature and are subject to subsequent modification thereto.

D. Criteria Approval of Professional Improvement Credits. Professional employees are encouraged to update their knowledge and skills, both as generalists and specialists. Therefore, the activity undertaken should be relevant to the following criteria:

1. The employee's job description or academic assignment;

2. The course content of a current or proposed course to be instructed;

3. Effectiveness or innovation in teaching, counseling or serving the College community;

4. Potential or actual student interest in the activity or subject;

5. Increased potential for instructional delivery, informational delivery, or counseling technique.

E. Traditional Professional Improvement Credits. Academic quarter credits earned at accredited four-year institutions, in subjects related to the employee's teaching assignments. These must be approved by the Dean or his designee in advance of the start of classes or programs.

F. Non-Traditional Professional Improvement Credits.

1. Must be approved by the Dean or his designee in advance of the anticipated activity in order to be credited toward advancement.

2. Credits may be earned as follows:

a. Community College credits may provide up to ten (10) credits toward each step advancement. Credits must be earned in a field associated with one's instructional assignment, or lead toward a degree, as filed in advance with the Dean.

b. Field or work experience wherein a maximum of one (1) credit would be authorized for each full five days of experience, to a maximum of ten (10) credits per academic year.

c. Travel as approved in advance, in which .2 credits may be gained for each day up to a maximum of five (5) credits in any one year. Travel must be related to one's teaching assignment.

d. Independent research and development beyond the normal contractual expectations of the academic employee.

e. Conferences and seminars on non-contract days in which a maximum of .5 credits may be earned for each day of participation up to a maximum of five (5) credits in any one year.

f. Five credits for each year of full-time service beginning with the 1987-88 academic year.

G. Implementation.

1. Professional improvement credits shall accrue to the academic employee at the time the official transcript or other documentation is received. A record of such credits shall be placed in the academic employee's file. Once each block of fifteen (15) credits is applied to the salary schedule for advancement purposes, that block of credit can no longer be used for salary purposes for the ensuing academic year.

2. Programs which receive approval prior to July 1, 1989, and documentation by September 15, 1989, count toward salary schedule advancement effective January 1, 1990 with the exception noted in C, 3 above.

3. All credits earned during an approved sabbatical leave shall be eligible toward PICs described in C, 2 above, proportionate to the percent of salary not funded by the College.

Section 2. Extra-Contractual Salaries.

A. Compensation for extended day, summer school, and substitute teaching shall be at an hourly rate per contact hour.

	Effective Fall Qtr '89
Classes coded 90 or below	$17.43
Laboratory classes	21.79
Lecture classes (part-time employees)	23.97

B. Counselor, librarians, and four quarter program academic employees shall receive pro rata pay if the College requires responsibility similar to that of the regular academic year.

Section 3. Supplemental Activities (Annual Assignments).

	Effective Fall Qtr '89
Athletics	
Baseball, head coach	$4,231
Baseball, assistant coach	2,645
Basketball, head coach	4,231
Basketball, assistant coach	2,645
Volleyball, head coach	4,231
Volleyball, assistant coach	2,645
Golf Coach	3,173
Tennis coach	3,173
Music	
Instrumental	4,231
Vocal	4,231
Drama Coach	2,645
Coordinator	3,173

Section 4. Salary Increase. Effective January 1, 1990, the rates in Sections 2 and 3 above shall be increased by the percentage amount established by the SBCCE.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Definitions.

A. Grievant shall mean an academic employee or group of academic employees or the Association filing a grievance.

B. A grievance shall be a written statement by a grievant that a disagreement exists over the interpretation or application of an express term or terms of the Contract between the Association and the Board.

C. Days shall mean academic employee working days.

Section 2. Individual Rights. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Contract. A grievant may be represented at

all stages of the grievance procedure by himself or, at his option, by the Association.

Section 3. Procedure.

Step One - Within fifteen (15) days following the time when the Grievant knows or could reasonably have known of the act or condition which is the basis of the grievance, the Grievant may file a written grievance with his Dean with a copy to the President of the College. Grievances filed in the name of the Association may be initiated at Step Two of this Grievance Procedure, as set forth below.

The Dean and the Grievant shall meet within five (5) days following receipt of the grievance in an attempt to reach a satisfactory resolution of the grievance. If no satisfactory resolution is reached, the Grievant may, within three (3) days of the meeting, appeal to Step Two by written notification to the College President.

Step Two - Following receipt of the appeal to Step Two by the President, the Grievant and his representative shall meet within ten (10) days to attempt a mutually satisfactory resolution of the grievance. The President or his designee shall render his decision in writing to the Grievant within five (5) days of this meeting. If there should be no satisfactory resolution of the grievance, the Grievant shall, within five (5) days of the decision, file a written appeal to Step Three with the Secretary of the Board.

Step Three - The Secretary of the Board shall schedule the grievance appeal to Step Three with the Board within fifteen (15) days after receipt, if possible; but in any event, no later than the next regularly scheduled Board meeting. The Grievant and his representative may present their case to the Board. The Board shall have ten (10) days to issue a written decision.

If no settlement is reached at Step Three, the Association may, in its sole discretion within ten (10) working days after the date of the Step Three answer, give written notice to the Secretary of the Board that the grievance is being submitted to arbitration. The demand for arbitration shall be within twenty (20) working days of the Step Three answer.

Step Four - The parties shall select an arbitrator whose decision shall be final and binding. A list of five (5) arbitrators shall be requested from the Federal Mediation and Conciliation Service or the American Arbitration Association. Within ten (10) days of receipt of the lists, the arbitrator shall be selected from a list of eligible candidates by a representative of the Board and the Grievant alternately striking names until only one (1) name remains. Representatives of the Board and the Grievant shall present their cases to the arbitrator thirty (30) days after the arbitrator has been selected. The arbitrator shall make a decision in writing not more than fifteen (15) days following the date the case was presented to him.

The arbitrator shall have no power or authority to rule on any issue not specifically before him. The arbitrator shall not have any authority to decide any subject not specifically set forth in the express terms of this Contract, nor shall he decide any subject not expressly contemplated by the terms of this Contract. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. To the extent any arbitrator's decision exceeds the limitations of his authority, it shall be null and void.

Upon request of either party, the merits of a grievance and the procedural/substantive arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award. It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

Cost. Expenses of the arbitration shall be borne equally by the Board and the Association, including per diem expenses, if any, and his travel and subsistence expenses and the cost of any hearing room. All preparation and presentation costs of the parties shall be borne by the party incurring them. The parties scheduled for participation in a grievance meeting between the parties or an arbitration hearing shall be released from their work assignment with no loss of pay.

ARTICLE IX - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Contract and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Contract.

ARTICLE X - DURATION

This Contract shall remain in full force and effect upon execution to and including June 30, 1990. The Association reserves the right to re-open Article VII, Compensation, in the event the Legislature provides funds for such purpose not already contemplated by this Contract. The Association reserves the right to re-open for negotiation the issue of agency shop at any time upon showing a petition

that such action is supported by at least 2/3 of the full-time employees in the bargaining unit. Negotiations for a successor contract shall commence no later than April 1, 1990. The terms of this Contract may be extended upon written mutual agreement of the parties.

This Contract is entered into on this 19th day of September, 1989, by:

Marvin W. Weeks
Representative, CBC
Board of Trustees

9-19-89
date

Eugene Leland President AHE
Representative, CBC AHE

10-9-89
date

ERIC Clearinghouse for
Junior Colleges DEC 31 1991